feet nor less than two feet from the lower edge to the ground, should be able to withstand a wind pressure of forty pounds per square foot, should not be more than twelve feet high nor less than three feet from any structure and must be at a distance at least equal to their height from the street line. It provided furthermore, that all billboards not conforming to these regulations must be removed. *Held,* the ordinance is reasonable and constitutional, both as to existing and future billboards. *Cream City Bill Posting Co.* v. *City of Milwaukee* (Wis.), 147 N. W. 25. See NOTES, p. 70.

NEGLIGENCE—IMPUTED NEGLIGENCE.—The plaintiff was injured in a collision, while riding as the guest of a certain L. who was driving at the time. *Held,* the negligence of L. will not be imputed to the plaintiff. *Atwood* v. *Utah Light & Ry. Co.* (Utah), 140 Pac. 137. See 1 VA. L. REV. 252.

PATENTS—CONTRACTS IN RESTRAINT OF TRADE.—A contract gave one party the exclusive right to vend a certain patented article in a specified district, fixing a minimum price below which he was not authorized to sell. *Held,* such a contract does not come within the purview of the anti-trust law of the state, since the object of the patent law is monopoly. *Lock* v. *Citizens' Nat. Bank* (Tex.), 165 S. W. 536. See 1 VA. L. REV. 445.

PUBLIC OFFICERS—RESIGNATION BEFORE APPOINTMENT.—As a condition precedent to his appointment a public officer was required to hand in an undated resignation from his prospective office. After a lapse of time the appointing official attempted to accept the resignation. *Held,* the resignation is ineffectual. *People* v. *Reinberg* (Ill.), 105 N. E. 715.

An officer cannot resign from an office before he has qualified for it. *Reg.* v. *Blizard,* L. R. 2 Q. B. 55; *Miller* v. *Sacramento County,* 25 Cal. 94; *In re Corliss,* 11 R. I. 639, 23 Am. Rep. 538. The resignation, signed and delivered before the appointment was made, is a nullity. Since nugatory no lapse of time can render it valid and effectual. Mecham, Law of Officers, § 410. Where the law confers the power to appoint, but not to remove, the latter power is not meant to be included. Were officials who are clothed with the appointing power allowed to pursue any such insidious method as that attempted in this case, the ends of the law would easily be defeated and the power of removal readily usurped by those who have the power to appoint only.

SALES—BREACH OF CONTRACT—TENDER OF DELIVERY.—The plaintiff contracted to sell the defendant a certain quantity of aluminum, to be delivered between certain fixed dates, shipment to be made as specified by the buyer who failed to specify any time for shipment. The plaintiff was ready and willing to deliver at any time between the dates set, but made no tender of the goods. *Held,* the plaintiff must make an actual tender of the goods as a condition precedent to his right to recover for

breach of the contract. *British Aluminum Co.* v. *Trefts* (N. Y.), 148 N. Y. Supp. 144.

The weight of authority would seem to be the other way. It is generally held that where the duty rests on the vendee to designate the time of delivery no tender by the vendor is necessary. The vendor performs his duty by holding himself in readiness to deliver the goods when requested. *Posey* v. *Scales*, 55 Ind. 282; *Bell* v. *Hatfield*, 121 Ky. 560, 89 S. W. 544, 2 L. R. A. (N. S.) 529; *Weymouth* v. *Goodwin*, 105 Me. 510, 75 Atl. 61. But there is authority to the contrary. *Blish Milling Co.* v. *Detharage*, 155 Ky. 319, 159 S. W. 816. Where the place of delivery is to be designated by the vendee no tender is necessary by the vendor until such designation is made. *Hunter* v. *Wetsell*, 84 N Y. 549. Where the vendee is required to designate a time or place of delivery his failure to do so is a waiver of the tender by the vendor. See note, 2 L. R. A. (N. S.) 529.

TELEGRAPH AND TELEPHONES—DAMAGES FOR MENTAL ANGUISH.—A telegram sent to apprise a husband of the death of his wife was so delayed by the negligence of the defendant company as to prevent his arrival in time to attend the funeral. *Held*, the defendant is liable for damages for the mental anguish of the husband due to his inability to attend the funeral. *Johnston* v. *Western Union Telegraph Co.* (Tex.), 167 S. W. 272. See 1 VA. L. REV. 88.

WILLS—LEGACY TO CREDITOR AS ADEMPTION OF DEBT.—A testatrix died leaving unpaid an absolute, unliquidated indebtedness as their guardian to two of her children, which was a preferred debt against her estate by local statute. She left a legacy to them much larger in amount than the legacies to her other children but the legacy invested them with a defeasible fee only. *Held*, the legacy is not an ademption of the debt. *Buckner* v. *Martin* (Ky.), 165 S. W. 665. See NOTES, p. 63.